

EXHIBIT E
MAINTENANCE PLAN

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1) INTRODUCTION

This Maintenance Plan between the Concessioner and the National Park Service (hereinafter referred to as the “Service”) located at Redwood National and State Parks , (hereinafter referred to as the “Area”) will serve as a supplement to Concession Contract No. CC-REDW001-07 (hereinafter referred to as the “Draft Contract”). It sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those Concession facilities, as defined in the Contract, within the Area which is assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed at least annually by the Superintendent, or his/her designee, in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract. This plan will remain in effect until superseded or amended.

2) DEFINITIONS

In addition to all the defined terms contained in the Contract and its other exhibits, the following definitions apply to this Maintenance Plan.

- 1) *Assigned Areas* are lands within the Area, as defined by Land Assignment/Concessioner Facilities Maps attached to the Contract. These lands contain improvements, and support facilities used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the maintenance and upkeep of these lands and facilities, including landscapes. Any approved change in land use resulting from building modification or other activity is regarded as causing an immediate corresponding change in the land assignment.
- 2) *Component Renewal Maintenance*, also known as recapitalization, is the planned replacement of a component or system that will reach the end of its useful life based on condition and life cycle analysis. Examples of component renewal include roof systems, utility components, pavement, and other dynamic equipment.
- 3) *Cyclic Maintenance* is work activities that reoccur on a periodic cycle of greater than one year but less than seven years. Typical work includes painting, caulking, sealing, corporate replacement, etc.
- 4) *Deferred maintenance* is maintenance that was not performed when it should have been or was scheduled to be which, therefore, is put off or delayed. In practice this means, actions to correct existing deficiencies that are result of unaccomplished past maintenance, repairs, and replacements.
- 5) *Environmental Purchasing* refers to the affirmative acquisition of environmentally preferable products.
- 6) *Environmentally Preferable* refers to products or services that have a lesser or reduced effect on human health and the environmental when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.

- 7) *Exterior* refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, walkways, trails, fencing, parking lots, landscaping, and utilities within the assigned area of responsibility.
- 8) *Hazardous Chemical* refers to any chemical which is a physical or health hazard, as defined by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.
- 9) *Hazardous Material* refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as defined by the US Department of Transportation in 49 CFR 171.
- 10) *Hazardous Substance* refers to any hazardous waste, hazardous chemical, or hazardous material.
- 11) *Hazardous Waste* refers to the definition of hazardous waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- 12) *Interior* refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, furnishings, appurtenances, improvements and utility systems which penetrate the walls, roof, or foundation.
- 13) *Maintenance* is the preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair by state licensed individuals (when needed), rehabilitation of designated areas, facilities, infrastructure, equipment and their component parts - up to and including replacement if necessary -- to provide a safe, sanitary and aesthetically pleasing environment for Area visitors and employees.
- 14) *Preventative Maintenance* is planned, scheduled servicing, inspection, adjustment, and replacement that results in continued service, fewer breakdowns and prevents premature replacement of equipment and materials.
- 15) *Pollution Prevention* refers to “source reduction,” as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- 16) *Post-consumer Material* refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- 17) *Repair* is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance and the objective of repair is the same as the objective of the general act of maintenance as defined above.
- 18) *Secondary Containment* refers to the provision of devices that will hold a spill or leak from the primary container in which the material was stored. This secondary containment may be a permanently installed feature such as a sunken floor in a storage building, a feature engineered into a storage unit (e.g., sills in a flammable storage cabinet) or a separate unit such as tub or pan placed under a container.
- 19) *Solid Waste* refers to discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. In a horse stable operation, this would also include manure. The term “solid waste,” as used in this Maintenance Plan, does not

include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including 40 CFR 243 and 36 CFR 6.

- 20) *Universal Waste* refers to the definition of universal waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- 21) *Waste Prevention* refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- 22) *Waste Reduction* refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) GENERAL STANDARDS FOR CONCESSIONER FACILITIES

These general maintenance standards and requirements apply to all Concession service types and any work performed by Concessioner contractors, as applicable.

A) General

- (1) *Land Assignment*. The Concessioner is responsible for all cyclical maintenance and repair of all structures, facilities, and personal property as shown in Exhibit C. The Service is responsible for deferred maintenance and component renewal. The concession and the Service will cooperate to minimize the disruption to visitors in scheduling deferred and ongoing maintenance
 - (a) Any land assignment not specified on the maps or identified by a road or a bank line, will be a maximum of 15 feet from a non-defined edge, such as a building .
 - (b) Any Service-approved change resulting from construction of buildings, modification of buildings, or changes to land use within the Concessioner's land assignment will result in a corresponding change in the land assignment maps and must be noted by revision to the land assignment maps in Exhibit C.
- (2) *Responsibilities*. The Concessioner will correct any deficiencies and complete the work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines. The current Concession Management Guidelines provide the general direction, expectations and standards on all aspects of concession operations. The operational performance standards provide the general standards for interior and exterior maintenance.
- (3) *Utilities*. The Concessioner will repair or replace any damage to all utility systems within or outside the land assignment arising out of the negligence of the Concessioner and/or its employees, agents or contractors.

B) Plans, Reports and Inspections

- (1) *Annual Maintenance Plan*. The Concessioner and Service will meet to discuss upcoming annual maintenance covering all facilities, buildings, personal property, and assigned areas on or before **October 1**. The Service may ask the Concessioner to prepare:
 - (a) Cyclic Maintenance Schedules. A Schedule of programmed cyclic maintenance items. Typical items in this category include carpet and paint.
 - (b) Furniture and Removable Equipment Schedules. A Schedule of the planned systematic replacement of furniture and removable equipment for the following year.
- (2) *Deferred Maintenance Program*. The Concessioner and the Service will jointly document and review all maintenance deficiencies and items of deferred maintenance within **60 days** of the effective date of Contract execution.

- (3) *Maintenance Inspections.* Subsequent to the aforementioned initial inspection and annually thereafter, the Service reserves the right to conduct inspections and reviews of the assigned Concession facilities with the Concessioner. The purpose of the scheduled maintenance inspections and reviews is to verify that the facilities are being properly maintained and that the facilities comply with the requirements set forth in this maintenance plan. The Concessioner will develop a timeline to address the identified deficiencies, and the timeline will be submitted for Service review and approval.

C) Facility Maintenance

All maintenance will be conducted in compliance with all Applicable Laws, and the manufacturer's recommendations/specifications. The 2003 version of the International Property Maintenance Code ("IPMC") should be used as a guideline. In the event of any conflict between Applicable Laws and the IPMC, the Applicable Laws will prevail. Information about the International Codes publications can be found at the International Code Council's website at <http://www.bocaiccsafe.org/>. The following are guidelines:

- (1) *Qualified Personnel.* All maintenance and repair work will be done by qualified personnel as defined by all Applicable Laws.
- (2) *Specifications.* Repairs or replacements will be done in accordance with National Park Service specifications and industry standards.
- (3) *Painting.* Unless required more frequently per the manufacturer's recommendation, interior paintable surfaces will be painted on a regular cycle of not less than seven years, as determined by annual maintenance inspections. Exterior paintable surfaces will be painted on a regular cycle of not less than five years, as determined by annual maintenance inspections. Paint products will be of a "best quality" from a major manufacturer and a type and color, which is readily available on the open market. Any changes to the existing or approved paint colors must be approved by the Superintendent. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content ("VOC"), latex coatings. When oil based paints are used, minimize solvent use by means of thinner settling and reuse whenever possible.
- (4) *Carpet.* Unless required more frequently per the manufacturer's recommendation, carpeting located in offices and public areas will be replaced at a minimum of seven years as determined by annual maintenance inspections. The Concessioner is encouraged to use carpet and carpet padding made with post-consumer materials, carpet squares, and low VOC adhesive.
- (5) *Furniture and Removable Equipment.*
 - (a) The Service reserves the right to require the Concessioner to replace furniture and removable equipment at the end of its useful life or when the item presents a quality, safety, or environmental issue.
 - (b) All furniture, fixtures, and equipment ("FF&E") will be maintained according to industry standards for public use and be free of defects. All FF&E will be on a replacement schedule and be replaced every eight to ten years or sooner if the condition of the item has more than minor defects and/or is determined to be unsafe.
 - (c) All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, will be in compliance with all Applicable Laws and code including the most current Food and Drug Administration's Food Code.

- (d) All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired per the manufacturer's recommendations, and replaced as necessary.

D) Utilities

- (1) *Water systems.* The Concessioner will maintain the water system within its assigned areas including piping, faucets, spigots, water troughs, and stand pipes.
 - (a) The Concessioner shall replace or repair any damage to the water system, within the assigned areas. The Concessioner shall also maintain all fixtures attached to the water system within all buildings and structures.
 - (b) Water systems shall be maintained showing no evidence of leaks and all reasonable measures will be taken to conserve water through the use of restricting/low flow devices and low volume flush toilets.
 - (c) New installations shall be completed by a licensed plumber/contractor and have received prior written approval of the Superintendent.
- (2) *Sewage Systems.* The Concessioner will maintain all sewage disposal systems and lines within the hostel facilities, and all exterior lines to a distance of five (5) feet out from the exterior walls of the assigned premises. The Service will maintain all sewage disposal systems and lines more than five (5) feet away from the exterior walls of the assigned premises.
- (3) *Electrical Systems.* Electrical lines from the electric meter nearest to the assigned premises to and including the assigned premises themselves are the responsibility and expense of the Concessioner. The Concessioner will maintain all exterior lighting attached to the assigned premises. The Service will maintain all other exterior lighting.
 - (a) Repairs and new installations shall be completed by a licensed electrical contractor and have received prior written approval by the Superintendent.
- (4) The Concessioner will maintain the propane gas tanks outside the building in accordance with the National Fire Protection Association (NFPA) guidelines for liquefied petroleum use and the National Fuel Gas Code, and the lines connecting the tanks to the building.

E) Signs

The Concessioner is responsible to ensure that signs used throughout the assigned premises are compatible with, but not necessarily identical to, Service sign standards. The Superintendent shall approve sign styles. On Hostel provided bulletin boards, handwritten or typed signs may be utilized.

F) Snow Removal

Snow and ice removal from walks, roads, and parking areas within the permitted premises is the responsibility of the Concessioner.

G) Roads, Walkways, and Parking Areas

The Service shall maintain roads, walkways, and parking areas within the permitted premises.

H) Buildings and Equipment

The Concessioner shall (1) Maintain adequate means of egress from the assigned premises, (2) Maintain a smoke and fire detection system in an operable condition, and (3) Provide, maintain and inspect in accordance with NFPA, fire extinguishers in the assigned premises.

- (1) Maintenance of the assigned premises shall be in accordance with all applicable Federal, Public Health Service, State, and county Health and Safety codes, as well as standards of the National Park Service. These responsibilities include, but are not limited to, electrical, structural, plumbing, and all installed fixtures and equipment. Such responsibilities will be performed on a timely basis, at the Concessioner's expense, to ensure safe and well-maintained facilities. All maintenance of historic structures performed by the Concessioner shall be in accordance with the Secretary of the Interior's Standards for Rehabilitation. Any alterations or changes of the assigned premises by the Concessioner will require the specific prior written approval of the Service, and shall convey no leasehold surrender interest or other interest in the assigned premises to the Concessioner.
- (2) The Service reserves the right to enter upon the permitted premises at any reasonable time, and with other persons as required, for any inspection and when otherwise deemed necessary for the protection of the interests of the Service. The Concessioner shall have no claim of any character on account thereof against the Service or any officer, agent, or employee thereof.
- (3) The Concessioner will be responsible for all interior and exterior maintenance to assigned buildings.
 - (a) Interior walls above the lowest sub-floor.
 - (b) The area inside of all external walls that is not a part of the load-bearing structure. This shall include all doors and windows.
 - (c) All glass in windows and doors are considered as part of the building's interior.
 - (d) Exterior walls and surfaces, including exterior portions of windows.
 - (e) Foundations, supports, and joints under the lowest sub-floor, and internal load-bearing supports.
 - (f) Shingle, shake, metal, and tar paper composition roofs, gutters, and downspouts.
 - (g) Stone or brick chimneys on outside of buildings.
- (4) It shall be the responsibility of the Concessioner to perform the following on buildings assigned to the Concessioner and which constitute the primary hostel facilities. However, any replacement requires the prior written approval of the Superintendent. The Concessioner will not receive LSI (as defined in 36 C.F.R. Part 51) for any improvements to real property.
 - (a) Repair and upkeep of interior wood trim around doors and windows to be accomplished annually.
 - (b) Repair and/or replacement of plumbing, plumbing fixtures, electric wire, and electric fixtures when they are rendered inoperative or unsafe or unsightly.
 - (c) Maintenance and replacement of all interior safety devices and appurtenances, such as safety equipment.
 - (d) Replacement or refinishing of all floors, floor coverings, replacement of broken windows and walking surfaces within the building as necessary but always within a 7 year cycle for carpet.
 - (e) Provide environmentally friendly cleaning supplies, lamp bulb replacement and cleaning services that will insure a neat and clean appearance to the interior.

I) Litter and Garbage

The Concessioner will be responsible for pickup and disposal of all litter within the permitted premises. The Concessioner will provide adequate covered litter and trash containers within the permitted premises, and will be responsible for maintaining and servicing these containers.

J) Grounds and Landscaping

The Concessioner shall be responsible for the general cleanliness, upkeep, litter pickup, mulching of flower beds, seasonal leaf removal, mowing and shrub trimming of the permitted premises. The Service shall be responsible for major tree trimming. Use of the Concessioner's vehicles will be restricted to designated and parking areas only.

K) Maintenance Review

Each year, representatives of the Service and Concessioner shall conduct an onsite inspection of all facilities covered herein to ensure compliance with the conditions stated herein. This Maintenance Plan will be reviewed annually and amended as appropriate.

Approved, effective _____, 20__

By: _____

Superintendent

Redwood National and State Parks